

## SIOR.com Terms of Use

This Agreement describes the terms and conditions ("Terms") pursuant to which you may access and use the services provided on SIOR.com ("the Site") and all social media sites and pages including blogs, mobile applications, networking page, file sharing sites, and all other forms of digital media ("the Sites"). Please read the rules contained in this agreement carefully. Your use of any aspect of the website will constitute your legal agreement to comply with these rules. If you do not wish to follow these rules, please refrain from using this website. The date of the most recent revisions will appear on this page, so review the user agreement on a regular basis.

Please read this Agreement carefully as your use of the Sites constitutes your binding acceptance of these Terms, including any modifications we may make. Please review the [LINK] SIOR.com Privacy Policy [LINK] which also governs your use and interaction with the Site. In consideration of the Society of Industrial and Office Realtors® ("SIOR") granting you access to the Site, you hereby agree as follows:

1. SIOR reserves the right at its sole discretion to change, modify, add or remove portions of these Terms at any time without notice or liability, and such modification shall become effective upon posting on the Sites. Your use of the Sites following any such modification shall be conclusively deemed to be your acceptance of such modification.
2. SIOR, its logo, and sior.com are trademarks, service marks, membership marks, and/or logos of the SOCIETY OF INDUSTRIAL AND OFFICE REALTORS®. All SIOR trademarks, service marks, membership marks and logos appearing on this site are all the property of SIOR and all rights in those trademarks, service marks, membership marks and logos are reserved. Members of SIOR using any of the membership marks are bound by and should refer to the rules and regulations governing use of those marks to assure proper usage.
3. The information provided on the Sites is for educational and informational purposes only. The information should not be construed as a recommendation by SIOR for any course of action regarding financial, legal or accounting matters. It is not meant as a substitute for professional advice from a qualified legal, accounting or financial professional.
4. SIOR does not represent, warrant or endorse the accuracy or reliability of any information displayed, uploaded, downloaded or distributed through the Sites by any user, or any other person or entity. SIOR disclaims liability for any damages or losses, direct or indirect, that may result from use of or reliance on information contained on the Sites.
5. SIOR may change, suspend or discontinue any aspect of the services provided on the Sites at any time without notice or liability, including the availability of any feature, blog, digital media, database or content.
6. The Sites contain a combination of content that SIOR creates, its partners create, and that its users create. All materials published on the Sites including but not limited to text, images, video, graphics and multimedia files ("Content") are protected by all applicable copyright and trademark laws and owned by SIOR or the party credited as the provider of the Content. All rights in the Content are expressly reserved by the applicable copyright and trademark owner.
  - a. Reprinting Content from the Sites shall be subject to the [link] Reprint Policy [link].
  - b. You may not sublicense, transfer or otherwise make any Content available to any third party for commercial purposes or financial gain or use the Content in any other media or in any other location other than as permitted in this section. You may not upload Content that contains advertising or promotion for a particular real estate listing or for real estate services, including brokerage, lending, title insurance, property or casualty insurance, property management, building developing or consulting.
  - c. All Content provided by any party other than SIOR must identify the party who provided that Content.
  - d. By posting material to the Sites, you warrant and represent that you either own or otherwise control all of the rights to that material, including without limitation, all the rights necessary for you to provide, post, upload, input, or submit the material, or that your use of the material is a fair use. You agree that you will not knowingly and with intent to defraud provide material and misleading false information. You represent and warrant also that the material you supply does not violate these Terms, and that you will indemnify and hold SIOR, its subsidiaries, affiliates, officers, employees, and agents, harmless for any and all claims resulting from material you supply.
  - e. By posting material to the Sites, you grant SIOR, its subsidiaries, affiliates, partners and third party licensees a nonexclusive, perpetual, irrevocable, worldwide, sub licensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, aggregate your material with other content, create derivative works of and publicly perform that content for any purpose on and through each of the services provided by the Site. This license shall apply to the distribution and the storage of your content in any form, medium, or technology now known or later developed.
  - f. SIOR blogs are syndicated for RSS aggregation. You have permission to subscribe to the blog content via an

RSS reader or e-mail, and you also have permission to post the RSS feed to a SIOR® association or other real estate-related Web site.

7. The Sites may contain links to other Internet sites operated by third parties. These links are provided as a convenience to access the information contained therein. SIOR does not endorse or approve, is not a sponsor, partner, promoter or publisher of such sites or their content, and expressly disclaims any responsibility or liability for the content of any other site. You should direct any concerns regarding any external link to the site administrator or Webmaster of such other site.

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9. THESE SITES ARE PROVIDED BY SIOR ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY THAT THE SITES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. SIOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USABILITY, CONDITION OR OPERATION OF THE SITES, OR THAT ACCESS TO OR USE OF SIOR.COM AND ALL SOCIAL MEDIA SITES AND PAGES INCLUDING BLOGS, MOBILE APPLICATIONS, NETWORKING PAGE, FILE SHARING SITES AND ALL OTHER FORMS OF DIGITAL MEDIA WILL BE UNINTERRUPTED OR ERROR-FREE, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THESE SITES YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SITES IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIOR DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPARABILITY, SECURITY AND ACCURACY. YOU AGREE THAT SIOR IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.

10. As part of the registration process to use the Members Only portions of the Site, you will select a user name and password. You may change your password at any time in accordance with the procedure on the Site. You agree you are exclusively responsible for maintaining the security of your password. You agree to provide SIOR with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your access to the Site.

11. SIOR reserves the right, but not the obligation, to send electronic mail to any and all users of the Site for the purpose of informing them of changes or additions to the Sites or any related services or products. Your registration on the Site constitutes your consent to receive such electronic mail unless it is subject to any right you may have to opt-out of receiving said messages and you have opted out as provided for in SIOR's Privacy Policy.

12. SIOR may at any time, in its sole discretion, terminate, limit or suspend your access to SIOR.com, without notice or liability, for any reason whatsoever, including without limitation your breach of this Agreement or the termination of your membership in SIOR.

13. SIOR encourages meaningful exchange on the Sites on issues involving SIORES® and industrial and office real estate. Unless otherwise provided for regarding a specific section of the Site, user Content is reviewed by an SIOR representative and approved Content will be posted within approximately two business days. SIOR aims to publish all user-submitted Content unless it:

- Contains language that SIOR, in its sole discretion, considers offensive or inappropriate, including: threats, obscenity, or abusive, defamatory, discriminatory or sexually explicit material;
- Is not related to commercial and industrial real estate or the discussion topic of each digital media post;
- Is a commercial endorsement, including spam; or
- Promotes services or products (not including non-commercial inks that are relevant to the topic);
- Includes any personal or sensitive information (phone numbers, email or postal address)
- Infringes the trademarks or copyrights of NAR or any third parties.

Additionally, we ask that SIOR Members and Participants in SIOR Websites adhere to the following Terms of Participation:

- All content not produced by SIOR must be credited to its original author. This includes attributing reposting with hyperlinks and "signing" any posting you make
- Do not impersonate any individual or entity or falsely misrepresent your affiliation with a person or entity

- Transmission of any form of virus or debilitating code as well as the collection of personal information of any third party without their direct consent is strictly prohibited.

a. SIOR disclaims responsibility and liability for the content and opinions expressed by others on the Sites including, but not limited to, content or opinions regarding any products or service mentioned on the Sites.

b. If you upload Content to the Sites, you agree to indemnify and hold SIOR harmless from any and all liability, damages or expenses whatsoever due, directly or indirectly, to any cause of action arising out of the Content posted by you.

c. You agree to use the Sites only for lawful purposes and not to upload any unlawful Content or in any other way use the Sites so as to violate any local, state, or national law.

d. SIOR reserves the right but not the obligation to refuse, move, or remove any material submitted to the Sites for any reason and to restrict, suspend, or terminate your access to all or any part of the Sites.

(i) You agree not to post any defamatory, libelous, threatening, vulgar, sexual explicit, abusive, profane, rude, obscene, or anonymous Content.

(ii) You agree not to take any action which would disrupt or interfere with the normal use of the Sites by other authorized users.

(iii) You agree not to post any advertising, promotional or other type of solicitation to other authorized users of the Sites except in those areas of SIOR.com where such postings may be specifically authorized.

(iv) You agree not to impersonate any other person in any registration or Content you upload to the Sites.

(v) Individual sections of the Sites may have additional rules and regulations specific to the subject matter being covered in that section. These rules and regulations will be posted on the section's homepage. You agree to abide by the rules and regulations of individual sections on the Sites.

14. This Agreement, its Terms, and use of the Sites are governed by and will be interpreted under the laws of the State of Illinois, County of Cook, United States, without reference to conflicts of laws and without regard to the location of execution or performance of this agreement.

You hereby agree that any and all disputes which may arise and any litigation that may arise from such disputes will be litigated before a court located in the State of Illinois, County of Cook, United States, to the exclusion of the courts of any other country, state or county.

15. If you believe that your intellectual property rights have been violated by SIOR or by a third party who has uploaded Content on our Sites, please provide the following information to the SIOR-designated copyright agent listed below:

a. A description of the copyrighted work or other intellectual property that you claim has been infringed;

b. A description of where the material that you claim is infringing is located on the Sites;

c. An address, a telephone number, and an e-mail address where SIOR can contact you and, if different, an e-mail address where the alleged infringing party, if not SIOR, can contact you;

d. A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;

e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;

f. Your electronic or physical signature.

SIOR may request additional information before removing any infringing material. SIOR may provide the alleged infringing party with your e-mail address so that that person can respond to your allegations.

If you believe your copyright material is being used on this Site without permission, please notify SIOR's Director of Communications at:

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Revised 08/2011